

the demised premises for any business deemed more hazardous on account of fire than the business of tenant. That the Landlord, his legal representative or assigns may during the term at reasonable times enter to view the premises, and at any time within three months next before the expiration of the said term may affix to some suitable part of the said premises a notice for letting or selling the premises, or building, and keep the same affixed without molestation.

9. It is also agreed that in the event that the said demised premises shall be so damaged or destroyed by fire, act of God or otherwise, so that the same cannot be repaired within sixty days, then in that event, at the option of the Tenant, this lease shall cease and come to an end, and any unearned rent paid in advance by the Tenant shall be refunded, but if the said premises shall be restorable within sixty days it is especially agreed that the Tenant will continue the lease after the Landlord shall have restored said premises and a just proportion of the rent herein before reserved, according to the extent of the injury or damage sustained by the demised premises, shall be suspended and abated until the demised premises shall have been put in proper condition for use and occupation, to which end the Landlord agrees to use due diligence.

12. Provided also that the Tenant, their successors or assigns, do or shall neglect or fail to perform to observe any of the covenants contained in this presents, and on their part to be observed and performed and are so notified in writing by the Landlords through registered mail, or if the estate hereby created shall be taken on execution, or if the Tenant, their successors and assigns, shall be adjudicated bankrupt or insolvent according to law, or if any assignment of their property shall be made for the benefit of creditors, then and in any of the said cases the Landlord, his legal representative, successors or assigns, lawfully may immediately, ten days after sending said registered notice, enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same as of his former estate and expel the

Tenant and those claiming under and through them and remove their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this lease shall determine.

The said Tenant, for himself and all persons claiming under him, waives the right to redeem said premises hereby demised, after a warrant to dispossess said Tenant shall have become effective or after re-entry by the said Landlord by process of law, as hereinbefore provided.

13. In states where leases are subordinate to any mortgage which shall, at any time, or from time to time, be placed upon the demised premises, or any part thereof, the Landlord agrees that no mortgage or mortgages shall be made against the property of which the demised premises form a part in excess of seventy percent of the then assessed value of the property.

14. The Landlord covenants that the Tenant on paying the rent and performing all the covenants on his part to be performed shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

15. The Tenant shall not be liable for any loss, or damage to any other portion of said premises or to the premises hereby demised arising from any acts of neglect of co-tenants or other occupants of said building or by any other person not in his employ.

16. The lessor reserves the right in case he wishes at any time, during the continuance of this lease, to build on the rear portion of the lot of ground on which this building is situated and if it becomes necessary to close the windows or a door in the rear or side of this building, that he shall have the right without cost to him to do so or shall there be abatement of any portion of the rental on account of having done so.

17. In case the Lessees get possession at any time before the first day of November, 1922